

EXHIBIT A

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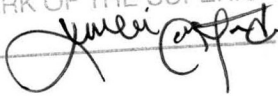
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FILED
ALAMEDA COUNTY

DEC 14 2021

CLERK OF THE SUPERIOR COURT

By  Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
COMPLEX CIVIL LITIGATION**

IN RE DEPOMED, INC.
DERIVATIVE LITIGATION

Master File No.: RG17877280
(Consolidated HG19004409)

**~~[PROPOSED]~~ ORDER AND FINAL
JUDGMENT**

This document Relates to:

ALL ACTIONS

Judge: Hon. Brad Seligman
Dept.: 23

[PROPOSED] ORDER AND FINAL JUDGMENT

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement (“Preliminary Approval Order”) of this Court dated October 28, 2021, on the application of Lead Plaintiffs for approval of the settlement of the Actions as set forth in the Stipulation of Settlement and Release Agreement dated as of October 26, 2021 (“Agreement”). Due and adequate notice having been given by the Company to Current Assertio Stockholders as required in the Court’s Preliminary Approval Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed, and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Order and Final Judgment (“Judgment”) incorporates herein the Agreement, including the exhibits thereto. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Agreement.

2. This Court has jurisdiction over the subject matter of the Consolidated Action, and the Parties to the Agreement have consented to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Agreement.

3. The record shows that the notice of the Settlement has been given to all Current Assertio Stockholders in the form and manner approved by the Court in the Preliminary Approval Order. The Court finds that such notice of the Settlement: (i) constitute reasonable and the best notice practicable under the circumstances; (ii) constitute notice that was reasonably calculated, under the circumstances, to apprise all Current Assertio Stockholders who could reasonably be identified of the pendency of the Actions, of the terms of the Settlement, and of Current Assertio Stockholders’ right to object to and to appear at the settlement fairness hearing held on December 14, 2021 (the “Settlement Hearing”); (iii) constitute due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meet the requirements of due process.

4. In light of the benefits to the Company and the complexity, expense and possible duration of further litigation, the Court hereby fully and finally approves the Settlement as set forth in the Agreement in all respects, and finds that the Settlement is, in all respects, fair, reasonable,

1 and adequate, and in the best interests of the Company and its stockholders. This Court further finds
2 the Settlement set forth in the Agreement is the result of arm's-length negotiations between
3 experienced counsel representing the interests of Lead Plaintiffs, the Company, the Company's
4 stockholders, and the Individual Defendants.

5 5. The Parties are hereby directed to implement and consummate the Settlement
6 according to the terms and provisions of the Agreement. The Consolidated Action and all claims
7 contained therein, as well as all of the Released Claims (including Unknown Claims), are dismissed
8 on the merits and with prejudice.

9 6. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by
10 operation of the Judgment shall have, fully, finally, and forever waived, released, relinquished, and
11 discharged the Released Claims (including Unknown Claims) against the Released Persons.
12 Nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of the
13 Agreement.

14 7. Upon the Effective Date, the Released Persons shall be deemed to have, and by
15 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
16 discharged Lead Plaintiffs, and their Related Persons, Lead Counsel, as well as any other law firm
17 that appeared for the Lead Plaintiffs, and Current Assertio Stockholders in the Actions from all
18 claims (including Unknown Claims), arising out of, relating to, or in connection with the institution,
19 prosecution, assertion, settlement, or resolution of the Actions or the Released Claims. Nothing
20 herein shall in any way impair or restrict the rights of any Party to enforce the terms of the
21 Agreement.

22 8. The provisions contained in the Agreement (including any exhibits attached thereto)
23 shall not be deemed a presumption, concession, or admission by any Party of any fault, liability, or
24 wrongdoing, or lack of merit as to any facts or claims alleged or asserted in the Actions or in any
25 other action or proceeding, and shall not be interpreted, construed, deemed, invoked, offered, or
26 received into evidence or otherwise used by any person in the Actions or in any other action or
27 proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to
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1 enforce the terms of the Settlement. The Released Persons may file the Agreement and/or the
2 Judgment in any action that may be brought against them in order to support a defense or
3 counterclaim based on principles of *res judicata*, collateral estoppel, full faith and credit, release,
4 good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue
5 preclusion or similar defense or counterclaim.

6 9. The Parties are to bear their own costs, except as otherwise provided in the Agreement
7 and in this Judgment. The Court hereby approves the Fee and Expense Award of \$150,000 and the
8 Service Awards of \$1,000 to each of the Lead Plaintiffs, as provided in the Agreement.

9 11. Lead Plaintiffs and/or any Assertio stockholder derivatively on behalf of the Company
10 are permanently barred and enjoined from commencing, prosecuting, instigating, or in any way
11 participating in the commencement or prosecution of any action asserting any Released Claims
12 against any Released Person.

13 12. Without affecting the finality of this Judgment, the Court retains continuing and
14 exclusive jurisdiction over all matters relating to administration, consummation, enforcement, and
15 interpretation of the Agreement, the Settlement, and of this Judgment, to protect and effectuate this
16 Judgment, including any proceedings to enjoin the Releasing Parties from instituting, commencing,
17 or prosecuting the Released Claims against the Released Persons, and for any other necessary
18 purpose. Lead Plaintiffs, the Individual Defendants, and each Current Assertio Stockholder are
19 hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the
20 purpose of any suit, action, proceeding, or dispute arising out of or relating to the Settlement or the
21 Agreement, including the exhibits thereto, and only for such purposes. Without limiting the
22 generality of the foregoing, and without affecting the finality of this Judgment, the Court retains
23 exclusive jurisdiction over any such suit, action, or proceeding.

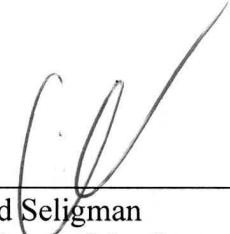
24 13. In the event that the Settlement does not become effective in accordance with the
25 terms of the Agreement, this Judgment shall be vacated, and all orders entered and releases delivered
26 in connection with the Agreement and this Judgment shall be null and void, except as otherwise
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1 provided for in the Agreement, and the Parties shall be returned to their respective positions
2 immediately prior to the execution of the Agreement.

3 14. Judgment shall be, and hereby is, entered dismissing the Consolidated Action with
4 prejudice and on the merits. The Court finds that this Order and Final Judgment is a final, appealable
5 judgment and should be entered forthwith by the Clerk.

6
7 IT IS SO ORDERED.

8 DATED: 12/14/21



Judge Brad Seligman
Superior Court of the State of California
County of Alameda